

United States District Court  
Southern District of Texas  
FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION

JUL 01 1999

Michael N. Milby, Clerk

**GEORGE RODRIGUEZ**  
on behalf of himself and  
all others similarly situated,  
*Plaintiffs,*

**VS.**

**CHECKNET, INC., a Foreign California  
Corporation, CHAD MIRAGLIA,  
Individually, and GEORGE PURCELL,  
Individually, d/b/a in Texas as  
CONVENIENT CHECK CASHING,,  
*Defendants.***

Civil Action No. **C - 99 - 250**

**CLASS ACTION  
Jury Demand**

**CLASS ACTION COMPLAINT**

***Preliminary Statement***

1. The Plaintiff, **GEORGE RODRIGUEZ**, institutes this action for statutory damages, attorney fees, and costs against Defendant, **CHECKNET, INC., a Foreign Corporation, CHAD MIRAGILA, individually, DOUGLAS P. PURCELL, individually, d/b/a CONVENIENT CHECK CASHING** for violations of the Truth in Lending Act, 15 U.S.C. § 1601 et seq., ("TILA"), violations of the for violating Chapter 342 of the Texas Finance Code (Vernon 1998), Tex. Rev. Civ. Stat. art. 5069-3A (Chapter Tex. Rev. Civ. Stat. art. 5069-3A of the Texas Credit Title), the Texas Debt Collection Practices Act (Chapter 392, Texas Finance Code) and the Texas Deceptive Trade Practices – Consumer Protection Act, Tex. Bus. & Comm. Code § 17.41 et seq. (Vernon 1987 &

Supp. 1999) (hereafter DTPA), Common Law Usury, and Common Law Unfair Debt Collection Practices.

### ***Jurisdiction***

2. The jurisdiction of this court is invoked pursuant to the Truth in Lending Act, 15 U.S.C. § 1640(e) and 28 U.S.C. § 1331. Supplemental jurisdiction over state law claims exist pursuant to 28 U.S.C. § 1367. Venue in this District is proper because the acts that gave rise to this cause of action occurred in substantial part in this District and because Defendant resides in this District. Declaratory relief is requested pursuant to 28 U.S.C. §§ 2201 and 2202.

### ***Parties***

3. The Plaintiff, GEORGE RODRIGUEZ, is an individual who resides in Nueces County, Texas.

4. The Defendant, CHECKNET, INC., is a California Corporation that is doing business in Texas, is an corporation that may be served by serving its President at 675 Ygnacio Valley Road, Suite B#104, Walnut Creek, California 94596.

5. The Defendant, CHAD MIRAGLIA, is an individual who resides in California and is the President of the Defendant CHECKNET, INC., and may be served with process at 675 Ygnacia Valley Road, Suite B#104, Walnut Creek, California 94596.

6. The Defendant, DOUGLAS P. PURCELL, is an individual that resides in Nueces County, Texas and who claims to be the Chairman of CONVENIENT CHECK CASHING and he may be served with process at his business location at 3042 South Port, Corpus Christi, Texas or at his residence at 454 Pennington, Corpus Christi, Texas.



### ***Acts of Agents***

7. Whenever it is stated that any Defendants herein did any act or thing, or failed to do any act or thing, it is meant to include the defendants' principals, supervisors, employers, employees, agents, representatives, officers, directors, shareholders, parent corporations, subsidiary corporations, franchisers and franchisees performed or participated in the act on behalf of and under the authority of the Defendant.

### ***Summary of the Case***

8. The Defendants have and are violating the Truth in Lending Act, 15 U.S.C. § 1601 et seq., ("TILA").

9. Under 15 U.S.C. § 1640, the defendants are liable for their failure to comply with any requirement of the act with respect to any person are liable to such person in amount equal to the sum of —

(1) any actual damages sustained by such person as a result of the failure;

(2)(A)(i) in the case of an individual action twice the amount of any finance charge in connection with the transaction ,

..... or,

(B) in the case of a class action, such amount as the court may allow, except that as to each member of the class no minimum recovery shall be applicable and the total recovery under this subparagraph in any class action or series of class action arising out of the same failure to comply by the same creditor shall not be more than the lesser of \$500,000 or 1 per centum of the net worth of the creditor.

10. Defendants are violating the Texas Credit Title and the Texas Finance Code by

engaging in unauthorized lending and by making consumer loans at grossly usurious rates.

In addition, Defendant is engaging in prohibited debt collection methods and false, misleading or deceptive acts or practices.

11. Under Tex. Rev. Civ. Stat. art. 5069-3A.004(a), the maximum rate of interest is ten percent per year, except as otherwise fixed by law; under Tex. Rev. Civ. Stat. art. 5069-3A.005(a), any consumer loan providing for a rate of interest greater than ten percent per year is subject to Chapter Tex. Rev. Civ. Stat. art. 5069-3A of the Texas Credit Title and Chapter 342 of the Texas Finance Code. Under Tex. Rev. Civ. Stat. art. 5069-3A.101 and § 342.001, Tex. Fin. Code, only an authorized lender may make a loan at a rate of interest greater than ten percent per year. Defendants make loans at a rate of interest greater than ten percent per year and are not authorized to do so. Under art. 16, § 11 of the Texas Constitution, Chapter Tex. Rev. Civ. Stat. art. 5069-3A of the Texas Credit Title and Chapter 342, Tex. Fin. Code, such loans are usurious. Under Chapter 349, Tex. Fin. Code, Defendants are thus liable to every borrower charged with usurious interest for

(a) twice the amount of interest and deferment charges contracted for, charged, or received, § 349.001; plus

(b) all the principal or principal balance, as well as all interest, and other charges, § 349.002.

12. Usurious contracts are contrary to public policy and are void. Defendants' attempt to enforce these contracts, including threats of criminal prosecution, are unlawful under Chapter 392 of the Texas Finance Code.

13. Under § 392.404(a), Tex. Fin. Code, a violation of Chapter 392 is a deceptive trade



practice under the Texas Deceptive Trade Practices Act, therefore, the Defendants' attempts to enforce these contracts, including threats of criminal prosecution, are a violation of the Texas Deceptive Trade Practices Act Tex. Bus. & Com. Code §§ 17.41 *et seq.*

***The Defendants' Operation***

14. The Defendant, CHECKNET, INC., is a California Corporation, that owns and/or grants agency agreements to operate personal credit facilities in certain Circle K convenience stores throughout the State of Texas.

15. In addition the Defendant, CHECKNET, INC. makes small loans in at least three other states, Oregon, Tennessee and Minnesota.

16. The Defendants operates at least five locations in Corpus Christi, Nueces County, Texas in Circle K convenience stores under the assumed name of CONVENIENT CHECK CASHING which maintains locations at 3042 South Port Avenue; 5555 Up River Road; 701 North Staples Street; 9602 Four Bluff Drive; 3955 HWY 77; and 4444 Weber Road.

17. The Defendant, CHAD MIRAGLIA, is the President of CHECKNET, INC. that claims to be the owner of the CONVENIENT CHECK CASHING.

18. The Defendant, DOUGLAS P. PURCELL, is an individual that operates the CONVENIENT CHECK CASHING locations in Corpus Christi, Nueces County, Texas and claims to be the Chairman of CONVENIENT CHECK CASHING.

19. All of the Defendants are acting together to make Cash Advances available to make Cash Advances available to residents in the State of Texas.

20. DOUGLAS P. PURCELL is either a partner or joint venturer with or an Agent for CHECKNET, INC. and/or CHAD MIRAGLIA in the Cash Advance business in the State of Texas.

21. The Defendants advertise in Southwestern Bell Yellow Pages that they make Cash Advances. A true and correct copy of its 1999 Advertisement in the Corpus Christi Directory is attached to this complaint as Exhibit "A" and is incorporated as part of the facts of this complaint.

22. The Defendant, CHECKNET, INC. has not registered as a foreign corporation with the Secretary of State of Texas as a foreign corporation doing business in Texas.

23. The Defendant, CONVENIENT CHECK CASHING has not registered its business with the Secretary of State for the State of Texas.

24. Neither of the Defendants, CHECKNET, INC. nor CONVENIENT CHECK CASHING have registered their assumed names with the Secretary of State for the State of Texas.

25. The Defendants have not registered their assumed names in Nueces County, Texas.

26. The Defendants are not licensed to make loans in the State of Texas.

27. Even if Defendants were licensed to make loans in Texas, they would be charging usurious interest, no matter what kind of license they had, no matter what they called their loans, and no matter what they called their interest charges.

28. Defendants operate a "payday loan," or "deferred presentment" loan business, and Defendants charge customers interest at the rate of 469% per annum.

29. Defendants will make a Payday loan for a charge of \$18 for each \$100 advanced on a check written by a customer. The Defendants agree to hold the check up to fourteen days before they will cash the customers check.

30. At the end of each fourteen day period the customer has an option of allowing the Defendants to present the check or the Customer may renew the advance for another fourteen



days by paying the Defendants a charge of \$18 for each \$100 that was advanced for another fourteen day period.

31. It is uncommon that a customer will want his checks deposited after fourteen days; most customers pay the Defendants for "renewals" at the rate of \$18.00 per \$100.00 owed, every fourteen days, for several such renewal periods.

32. The customers are not limited in the number of times that they renew the fourteen day period that the Defendants will hold the checks made for advances as long as the customer will pay \$18 for each \$100 advanced for each fourteen day period.

33. The Defendants did not and will not accept customers' checks in amount greater than \$118 for cash advances, which represented each \$100 advanced plus the \$18 fee. If a customer received a \$300 advance then the customer would be required to issue three checks for \$118 each.

34. The Defendants do not present any disclosures to their customers at the time that the advances are being made as required by 15 U.S.C. 1601 *et. seq.* (The Federal Truth in Lending Act ("TILA")).

### ***The Reality: The Defendants Loans Money***

35. Since the reason that people patronize Defendants' facilities is that they are currently short of money, they often do not have funds in their bank accounts to cover the checks written to Defendants when the checks are written. Customers needing to postpone deposit of their cash-advance repayment checks are thus easily induced to "renew" their deals, after fourteen days, by paying less in cash than the amount of checks that would be deposited. Every fourteen days, the customer chooses whether to pay Defendants \$18.00 in cash or have Defendants

deposit a check for \$118.00 for each \$100 advance. Thus, in the short term, since \$18.00 is less than \$118.00, a customer is lulled into paying Defendants 469% interest.

36. The charge required for a cash advance, \$18.00 per \$100.00, for 14 days of forbearance in cashing each of the customer's \$100.00 checks, amounts to  $[18 / 14 \times 365 = 469.28571]$  469% interest per year. Each "renewal" is actually an interest payment at 469% percent, grossly usurious under any reading of the law.

37. In addition, Defendants assess an "NSF" charge of \$25.00 for each check returned from the customers' bank unpaid. Because no check is for more than \$118.00, Defendants usually have several checks from each customer. Defendants deposit their customers' checks when the customers are unable to "renew" their deals by paying Defendants more money for renewal. The return check fees are added to the customers' debt. It costs the customer less for a renewal than for a bad check fee.

### ***Unfair Debt Collection***

38. The threat of criminal prosecution hangs over the Defendants' customers, beginning with the signs that the customers encounter when they obtain cash advances warn of criminal prosecution for non sufficient funds checks.

39. When a customer decides not to renew their advances, the Defendant deposits the customer's checks.

40. When a customer's check does bounce, as often occurs, Defendants contact the customers and threaten prosecution and collection.

41. As an example, a customer who receives a cash advance of \$100.00, pays the initial \$18.00 fee, and "renews" three times for \$18 each, would thus be subject to prosecution if



his \$100.00 check were returned, even though he had paid Defendants [ $\$18.00 + \$18.00 + \$18.00 + \$18.00 =$ ] \$72.00 in interest for the use of \$100.00 for [ $14 \times 4 =$ ] 56 days. (This is approximately 469% interest on an annual basis, not including the NSF charges that Defendants add to the customer's total debt.)

42. Defendants' customers do not violate § 32.41, Tex. Pen. Code when they write checks under the circumstances described above, even if their checks are returned NSF. Therefore, the threat of criminal prosecution is a violation of § 392.301(a), Tex. Fin. Code, (the Texas Debt Collection Practices Act), which prohibits

(2) accusing falsely or threatening to accuse falsely a person of fraud or any other crime,

(6) threatening to file a charge, complaint, or criminal action against a debtor when the debtor has not violated a criminal law, and

(8) threatening to take an action prohibited by law.

43. Defendants also violate § 392.304(a)(8) of the Texas Debt Collection Practices Act by misrepresenting the character, extent, or amount of a consumer debt. Defendants' "courtesy calls," made for the purpose of inducing customers to bring in more money to make payments on usurious loans, as well as their collection attempts threatening prosecution, are attempts to make customers to pay for loans on which, under Texas law, the customers are not liable. Usurious loans are against public policy, void, and unenforceable. Therefore, Defendants' efforts to collect "renewal" payments, as well as their demands for customers to "pay down" their accounts, are attempts to collect debts that are not due and are thus misrepresentations of the character, extent and amount of a consumer debt.

***Facts Specific to the Plaintiff, George Rodriguez.***

44. The Plaintiff first contacted the Defendants for the purpose of obtaining cash advance on or about April 19, 1996. The Defendants commenced charging the Plaintiff \$18 for a fourteen day for every \$100 advanced on August 29, 1996. The Plaintiff has obtained over fifty cash advances from the Defendants between August 29, 1996 and June 3, 1999 in which the Defendants charged him 469% interest on each of these advances.

45. In addition he obtained three other Cash advances from the Defendants on April 19, 1996, May 23, 1996 and July 22, 1996 for which he was charged 331% interest. requesting and receiving certain information from the Plaintiff, the Defendants agreed to make the loan in the principal amount of \$100.

46. On June 6, 1999, the Plaintiff obtained an accounting of his cash advances from CHECKNET, INC. which is attached as Exhibit "B" and made a part of the facts hereof.

47. The Defendants charged the Plaintiff the sum of \$18 for the use, forbearance and/or detention of the \$100 for each cash advance for each period of fourteen days commencing August 29, 1996 through June 3, 1999.

48. It was necessary for the Plaintiff to renew the advances at the end of the initial fourteen (14) day periods. In order to renew the cash advances, the Plaintiff was charged the sum of \$18, by the Defendant, to renew the advances for an additional fourteen (14) day period.

49. The Defendants would require the Plaintiff to give the Defendants checks to evidence the loan.

50. The Defendants made no TILA disclosures to the Plaintiff at the time the advances were made or renewed.



51. The Defendants have made no TILA disclosures to the Defendants during the period from August 29, 1996 through June 3, 1999.

52. On each occasion on which the Plaintiff presented a check to the Defendants for cash advances, it was with the full knowledge of both the Plaintiff and the Defendants that there was not a sufficient sum of money in the Plaintiff's checking account to cover the check in question. The Defendants agreed to accept the Plaintiff's checks with full knowledge of their insufficiency, at the time of their presentation by the Plaintiff to the Defendants.

53. The conduct of the Defendants as described above in this complaint and the resulting damage and loss to the Plaintiff has made it necessary for the Plaintiff to retain the services of the attorney whose name is subscribed to this complaint. The Plaintiff is therefore entitled to recover from the Defendants an additional sum to compensate the Plaintiff for a reasonable fee for such attorney services in the preparation and prosecution of this action as well as a reasonable fee for any and all appeals to other courts.

54. The Plaintiff seeks to recover all actual damages and/or statutory penalties recoverable as a result of the Defendants' conduct as described herein.

### ***Class Allegations***

55. This action is brought on behalf of George Rodriguez, and a class, Class A with two sub-classes based upon each of the applicable statutes of limitations.

56. Class A consists of: (1) all natural persons that are residents of Texas; (2) who entered into a cash advance transaction for primarily for personal, family, or household use; with Defendants in which the Plaintiff was charged \$18 per \$100 advanced.

a) Sub-Class A1 consists of all persons who entered into cash advance within one

year prior to the date of the filing this action.

- b) Sub-Class A2 consists of all persons who entered into the cash advance transaction within four years prior to the date of the filing this action.

57. Plaintiff alleges on information and belief, based on the use of the form Cash Advance Transactions, that the class, Class A, is so numerous that joinder of all members is impractical.

58. There are questions of law and fact common to the class and each sub-class. The common issues predominate over any issues involving only individual class members. The common issues all involve whether the Cash Advance transactions, complies with various federal and state laws governing lending practices.

59. It is anticipated that liability and damages for the above claims of law can be determined by calculating the amount of the advances paid and the fees charged and the damages sought are all subject to the Court's determination of statutory damages and fees.

60. Plaintiff's factual claims are identical to those of the class members. All are based on the same facts and legal theories.

61. Plaintiff will fairly and adequately protect the interests of the class. He has retained counsel experienced in handling matters involving consumer issues and large classes of claims. Neither George Rodriguez nor his counsel has any interests that might cause them not to vigorously pursue this action.

62. Certification of a class under Fed.R.Civ.P. 23(b)(2) is appropriate in that the Defendants have acted on grounds generally applicable to the class thereby making appropriate declaratory relief with respect to the class as a whole.



63. Certification of a class pursuant to Fed.R.Civ.P. 23(b)(3) is also appropriate. A class action is the only appropriate means of resolving this controversy because the class members are not aware of their rights. In the absence of a class action, a failure of justice will result.

## COUNT I

### *Violations of the Truth in Lending Act*

64. The Plaintiff, George Rodriguez, incorporates by reference paragraphs 1-59 as if more fully set forth herein.

65. This Count One is brought on behalf of George Rodriguez and Sub-Class A1 as defined above.

66. At all times relevant hereto there was in full force and effect the Truth in Lending Act. 15 U.S.C. § 1638(a).

67. 15 U.S.C. § 1638(a) requires the creditor make certain specific and enumerated disclosures to the consumer at the time of the loan.

68. 15 U.S.C. § 1638(b) sets forth the timing of the disclosures and how the disclosures required by 15 U.S.C. § 1638(a) are to be made.

69. At all times relevant hereto there was in full force and effect the Regulation Z, 12 C.F. R § 226.17.

70. Regulation Z, 12 C.F. R § 226.17, similarly requires the creditor make certain specific and enumerated disclosures to the consumer at the time of the loan.

71. The form of the disclosures is set forth in 12 C.F. R § 226.17(a).

72. The disclosures referred to in 12 C.F.R §226.17 are enumerated specifically in

12 C.F.R §226.18.

73. Defendant, violated the Truth in Lending Act and Regulation Z in that it did not comply with these requirements in the following ways:

1. It did not make the required disclosures by setting forth conspicuously and segregated from all other terms, data, or information provided in connection with a transaction. 15 U.S.C. § 1638(b)(1) and 12 C.F.R §226.17;
2. By failing to properly provide the identity of the creditor to the transaction. 15 U.S.C. § 1638(a)(1) and 12 C.F.R § 226.18(a)
3. by failing to properly include a statement in the federal disclosure box informing the consumer as to the cost that may be imposed by the creditor solely on account of a late payment, other than a deferral or extension of credit. 15 U.S.C. § 1638a(10) and 12 C.F.R § 226.18(l);
4. by failing to properly include a statement in the federal disclosure box informing the consumer as to whether he is entitled to a rebate of any finance charge upon refinancing or prepayment in full pursuant to acceleration or otherwise. 15 U.S.C. § 1638a(11) and 12 C.F.R § 226.18(k);
5. by failing to properly include a clear and conspicuous statement in the federal disclosure box informing the consumer that they should refer to appropriate contract documents for any information such



documents provide about nonpayment, default, the right to accelerate the maturity of the debt, and prepayment rebates and penalties. 15 U.S.C. § 1638a(12) and 12 C.F.R § 226.18(k);.

74. In fact, the Defendants made none of the required disclosure pursuant to the Federal Truth in Lending Act.

75. By reason of the aforesaid violations of the Truth in Lending Act, Defendants are liable to Plaintiff, George Rodriguez, and members of Sub-Class A1 for statutory damages, attorneys fees and costs in accordance with 15 U.S.C. § 1640.

WHEREFORE, Plaintiff, George Rodriguez, respectfully requests that this Court enter judgment in favor of himself and Sub-Class A1 and against Defendants and award damages as follows:

- 1) award the maximum statutory damages available under the law in accordance with 15 U.S.C. § 1640(a)(2);
- 2) award Plaintiff costs and reasonable attorneys fees in accordance with 15 U.S.C. § 1640;
- 3) declaratory relief pursuant to 28 U.S.C. § 2201 and 2202, declare that the Defendants have violated the Truth in Lending Act and enjoin the Defendants from further violations;
- 4) award such other relief as the court deems appropriate.

## **COUNT TWO**

### ***Violations of the Texas Finance Code Chapter 342***

76. The Plaintiff incorporates by reference paragraphs 1-59 as if more fully set forth herein.

77. This Count two is brought on behalf of George Rodriguez and Sub-Class A2 as defined above.

78. Under § 342.001, Tex. Fin. Code,

(a) Only an authorized lender may:

- (1) engage in the business of making, transacting, or negotiating loans with cash advances less than or equal to the amount computed under Subchapter C, Chapter 341, using the reference amount of \$2,500<sup>1</sup>; and
- (2) contract for, charge, or receive, directly or indirectly, in connection with a loan described by Subdivision (1), charges, including interest, compensation, consideration, or other expenses, authorized under this chapter that in the aggregate exceed the charges authorized under other law.

(b) A person may not use any device, subterfuge, or pretense to evade the application of this section.

79. Under Tex. Rev. Civ. Stat., art. 5069-3A.101,

(a) A person must hold a license issued under this chapter [Chapter Tex. Rev. Civ. Stat. art. 5069-3A, Consumer Loans] to:

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<sup>1</sup> See Texas Credit Letter, published by the Commissioner March 24, 1998, Vol. 17, No. 39: “The amounts of brackets in Tex. Rev. Civ. Stat. Ann. art. 5069-3A.301(a) (Vernon’s 1997) are changed to \$1,380.00 and \$11,500.00 respectively.” The \$2,500.00 reference amount in art. 5069-3A.301(a)(1), analogous to Tex. Fin. Code, § 342.001(a)(1), changes to **\$11,500.00**.

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- (1) engage in the business of making, transacting, or negotiating loans subject to this chapter; and
- (2) contract for, charge, or receive, directly or indirectly, in connection with a loan subject to this chapter, a charge, including interest, compensation, consideration, or another expense, authorized under this chapter that in the aggregate exceeds the charges authorized under other law.

(b) A person may not use any device, subterfuge, or pretense to evade the application of this article.

80. Under Tex. Rev. Civ. Stat. art. 5069-3A.005,

- (a) A loan is subject to this chapter if the loan:
- (1) provides for interest in excess of 10 percent per year;
  - (2) is extended primarily for personal, family, or household use;
  - (3) is not secured by a lien on real property; and
  - (4) is made by a person engaged in the business of making, arranging, or negotiating those types of loans.

81. Under Tex. Rev. Civ. Stat. art. 5069-1D.201,

- (a) A loan for which the rate is authorized under this chapter is subject to Chapter Tex. Rev. Civ. Stat. art. 5069-3A if the loan is:
- (1) extended primarily for personal, family, or household use and not extended for a business, commercial, investment, agricultural, or other similar purpose;

- (2) not secured by a lien on real estate; and
- (3) made by a person engaged in the business of making or negotiating those types of loans.

(c) A person engaged in the business of making loans described by Subsection (a) or (b) must obtain a license under Chapter Tex. Rev. Civ. Stat. art. 5069-3A unless the person is:

- (1) a bank, savings bank, or savings and loan association; or
- (2) an insurance agent licensed under Art. 21.14, Insurance Code....

82. Under Tex. Rev. Civ. Stat. art. 5069-3A.102(b),

- (b) A person who is required to hold a license under this chapter must hold a separate license for each office at which loans are made, negotiated, or collected under this chapter.

83. Under Tex. Rev. Civ. Stat. art. 5069-3A.004,

- (a) Except as otherwise fixed by law, the maximum rate of interest is 10 percent per year.
- (b) A loan providing for a rate of interest that is 10 percent per year or less is not subject to this chapter [Chapter Tex. Rev. Civ. Stat. art. 5069-3A, Texas Credit Title].

84. Under Tex. Rev. Civ. Stat. art. 5069-1B.002,

- (a) In this subtitle [Subtitle One - Interest],



- (3) **"Creditor"** means a person who loans money or otherwise extends credit. The term "creditor" does not include a judgment creditor.
- (4) **"Interest"** means compensation for the use, forbearance, or detention of money. The term "interest" does not include time price differential, regardless of how it is denominated.
- (8) **"Legal interest"** means interest charged or received in the absence of any agreement by an obligor to pay contract interest. The term "legal interest" does not include judgment interest.
- (10) **"Loan"** means an advance of money that is made to or on behalf of an obligor, the principal amount of which the obligor has an obligation to pay the creditor. The term "loan" does not include a judgment.
- (13) **"Obligor"** means a person to whom money is loaned or credit is otherwise extended. The term "obligor" does not include:
  - (A) a judgment debtor; or
  - (B) a surety, guarantor, or similar person.
- (18) **"Usury" or "usurious interest"** means interest that exceeds the applicable maximum amount allowed by law.
- (b) These definitions shall be liberally construed to accomplish the purposes of this subtitle.

85. The Defendants advance money to their customers, the principal amount of which their customer-obligors have an obligation to repay Defendants. Under Tex. Rev. Civ. Stat. art. 5069-1B.002(a)(10), these cash advance transactions are therefore “loans.”

86. Subtitle Two of the Texas Credit Title, dealing with Consumer Credit, contains Tex. Rev. Civ. Stat. art. 5069-3A.101(b), which states,

(b) A person may not use any device, subterfuge, or pretense to evade the application of this article.

87. To figure the effective rate of interest contracted for, charged, or received on a consumer loan, one must first look to Tex. Rev. Civ. Stat. art. 5069-3A.002 to see which computation method to use. The two methods which are statutorily authorized are the scheduled installment earnings method and the true daily earnings method. Transactions involving a term of less than thirty days will use only the true daily earnings method to calculate the effective rate of the loan.

88. The true daily earnings method and the “actuarial method” described in Tex. Rev. Civ. Stat. art. 5069-1C.001(c) are the same. Regardless whether the Defendants transactions are covered by Tex. Rev. Civ. Stat. art. 5069-3A, the two methods yield the same result.

89. The rate calculation according Tex. Rev. Civ. Stat. art. 5069-1C.001(c), is as follows:

(c) To determine the interest rate of a loan under this subtitle [Subtitle One - Interest], all interest at any time contracted for shall be aggregated and amortized using the actuarial method during the stated term of the loan.



90. Texas pawn shops are authorized (Chapter 371, Tex. Fin. Code) to charge up to 20% per month, for an effective interest rate of 240% per year. Defendant, unlicensed to do any kind of consumer finance, charges 469% interest for its cash advances.

91. Subchapters E and F of Tex. Rev. Civ. Stat. art. 5069-3A in the Texas Credit Title authorize alternative rates for consumer loans, but these rates apply only to authorized lenders and, in any case, do not approach 469%, the rate charged by Defendants.

92. By engaging in the above described conduct, Defendants are violating the following laws:

(a) § 342.001(a), Tex. Fin. Code, by making cash advance loans for more than 10% interest without being an authorized lender;

(b) § 342.001(a), Tex. Fin. Code, by making loans for greater than 10% interest;

(c) Tex. Rev. Civ. Stat. art. 5069-3A.101(a), by making cash advance loans for more than 10% interest without being an authorized lender;

(d) Tex. Rev. Civ. Stat. art. 5069-3A.101(a), by making cash advance loans for more than 10% interest;

(e) § 342.001(b), Tex. Fin. Code, for using the misleading pretenses to disguise the fact that they are making loans at usurious interest rates; and,

(f) Tex. Rev. Civ. Stat. art. 5069-3A.101 for using the misleading pretenses to disguise the fact that they are making loans at usurious interest rates.

93. As the results of all the above and foregoing, the Defendants have contracted for, charged and/or received interest greater than in the amount authorized by law. The Defendants are therefore liable to the Plaintiff for twice the amount of interest contracted for charged and/or received and reasonable attorney fees.

94. As a further result of the above and foregoing, the Defendants have contracted for, charged and/or received interest in excess of double the total amount of interest allowed by law. The Plaintiff is therefore entitled to recover from the Defendants, as an additional penalty, all principal or principal balance and interest charged and reasonable attorney fees.

### **COUNT THREE**

#### ***Violation of Texas Debt Collection Act - Texas Finance Code Chapter 392***

95. The Plaintiff incorporates by reference paragraphs 1-47 as if more fully set forth herein.

96. This Count One is brought on behalf of George Rodriguez and Sub-Class A2 as defined above.

97. The Plaintiff would further show that the Defendants, at all pertinent times hereto, a debt collector as defined by law and that the Defendants have violated one or more provisions of all applicable laws relating to the collection of debts. Without, in any matter, limiting the above, the Plaintiff would show that the Defendants made false, deceptive or misleading representations and/or used unfair or unconscionable means in the collection of a debt.



98. Because of the foregoing acts the Plaintiff is entitled to recover his actual damages including mental anguish, exemplary damages, his reasonable attorney fees and the cost of this cause.

99. Under § 392.404(a), Tex. Fin. Code, a violation of Chapter 392 is a deceptive trade practice under the Texas Deceptive Trade Practices Act.

#### **COUNT FOUR**

##### ***Defendants violations are Deceptive Trade Practices***

100. The Plaintiff incorporates by reference paragraphs 1-47 as if more fully set forth herein.

101. This Count One is brought on behalf of George Rodriguez and Sub-Class A2 as defined above.

(1) § 17.46(b)(5) of the DTPA, by representing that the cash advances made to Defendants' customers are not loans and are therefore not subject to usury and other consumer credit laws;

(2) § 17.46(b)(5) of the DTPA, by representing, directly or by implication, that they are authorized to engage in the business of making consumer loans when in fact they are not so authorized, and thereby representing that they have sponsorship, approval, status, affiliation or connection which they do not have;

(3) § 17.46(b)(12) of the DTPA by representing that the cash advances made to Defendants' customers are not loans and are therefore not subject to usury and other consumer credit laws;

(4) § 17.46(b)(12) of the DTPA by representing that the loan contracts Defendants make with their customers are valid, enforceable agreements when in fact they are not;  
and,

(5) § 17.46(b)(23) of the DTPA by failing to disclose that the cash advance loans made by Cash Today have an effective annual interest rate of 469%.

WHEREFORE, Plaintiff, George Rodriquez, acting as a private attorney general, under this Count, request on behalf of himself and others similarly situated that this Honorable Court upon trial of this cause grant :

1. A permanent injunction, enjoining the Defendants from making consumer loans, as defined by Texas law, without being licensed as authorized lenders.
2. A permanent injunction, enjoining the Defendants from making consumer loans, as defined by Texas law, at any rate of interest that is usurious.
3. A permanent injunction, enjoining the Defendants from falsely threatening to accuse Defendants customers of fraud or other crimes.
4. A permanent injunction, enjoining the Defendants from threatening to file charges, complaints, or criminal actions against customers who have not violated any criminal laws.
5. A permanent injunction, enjoining the Defendants from misrepresenting their customers' "debts" as enforceable.
6. A permanent injunction, enjoining the Defendants from collecting, or attempting to collect, by whatever manner or means, including the filing of civil claims, on any obligation



arising from the advance of money or a consumer loan made by Defendants while they were not authorized lenders or not licensed to make consumer loans.

7. A permanent injunction, enjoining the Defendants from collecting or attempting to collect, by whatever manner or means, including the filing of civil claims, or criminal charges or complaints, on a dishonored check already in Defendants' possession, custody, or control, obtained by Defendants in return for making a cash advance, consumer loans.

8. A permanent injunction, enjoining the Defendants from representing, directly or by implication, that Defendants are authorized to make advances of money or consumer loans in Texas, for more than ten percent interest as defined by Texas law, unless and until Defendants are licensed to make consumer loans in Texas.

9. A permanent injunction, enjoining the Defendants from misrepresenting their business by claiming that they do not make loans and do not charge interest.

10. A permanent injunction, enjoining the Defendants from asking any customer to sign any agreement which purports to waive rights a customer has under the Texas Finance Code.

11. A permanent injunction, enjoining the Defendants from charging, receiving, or contracting for any money that is in any way related to a cash advance or to any transaction defined under Texas law as a "loan" until and unless any such defendant obtains a license to be an authorized lender.

12. A permanent injunction, enjoining the Defendants from failing to disclose the effective annual interest rate charged on any loan made by Defendants to any consumer.

***Request for Relief***

**WHEREFORE**, the Plaintiff respectfully requests that the Defendants be cited to appear and answer and that upon final trial the Plaintiffs, George Rodriguez, and all others similarly situated, recover all relief requested herein, and/or to which they are otherwise entitled from the Defendants, jointly and severally, that a jury try this cause and without, in any manner, limited such request, that the Plaintiffs recover the following:

1. All actual and/or economic damages sustained as the result of the action of the Defendants and that the Defendant be required to restore any money or property which it may have acquired by means of any unlawful act or practice.;
2. Any and all statutory penalties and/or additional damages pursuant to any statute violated by the Defendants;
3. Attorney fees together with conditional awards in the event of an appeal;
4. Court costs;
5. Such other and relief, both at law and in equity, both general and special, to which the Plaintiff may be justly and legally entitled.



Respectfully submitted,

A handwritten signature in black ink, appearing to read "James T. McMillen", is written over a horizontal line.

James T. McMillen

SBN: 13800250

S.D. Tex. ID# 354

801 Ayers

Corpus Christi, Texas 78404-1914

Tel: (361) 887-7200/ Fax: (361) 887-6006

*Attorney in Charge for*

GEORGE RODRIGUEZ

on behalf of himself and

all other similarly situated



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700 Everhart 857-7297  
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## Checks-Printing

COASTAL BUSINESS FORMS 882-1964  
SOUTH TEXAS FORMS 883-9550

## Cheerleading

MARY JANE'S GYMNASTIC TRAINING CENTER INC  
8102 Jean St 814-0042

## Chemical Cleaning-Industrial

AFFIRMED MEDICAL FIRST AID & SAFETY 881-8837  
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122 Vermont St 289-6961  
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AIR LIQUIDE AMERICA CORP 5880 Up River Rd 299-2999  
ANALYTICAL SCIENTIFIC OF SAN ANTONIO  
11049 Banders San Antonio Tx  
Toll Free-Dial "1" & Then 800 364-4747  
**AQUA SOLUTIONS INC**  
LABORATORY CHEMICALS & SOLUTIONS  
6913 Hwy 225  
Toll Free-Dial "1" & Then 800 258-2586

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## SWIMMING POOL CHEMICALS

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See Trucking-Liquid Or Dry Bulk

## Chemicals-Reclaim

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## Chemists-Analysis Consulting

ANALYSIS INC  
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2209 N Padre Island Dr

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TEXAS 502 Mcclendon St  
NUECES COUNTY CHILDRENS ADVOCACY CENTER  
502 Mcclendon St

## Child & Adolescent Guidance Counselors

ALLEN ANDRA J 600 S Staples St  
ALVAREZ SANDRA LPC 5525 S Staples St  
BARKER CATHY MS LPC 5525 S Staples St  
BAY AREA CARE CENTER INC 5230 Kostoryz Rd  
BECKHAM BARBARA J PHD 6000 S Staples St  
CAMPBELL REBECCA G MA LMFT 3833 S Staples St  
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Notings are continued on next

EXHIBIT A



Jun-09-99 01:05P

P.01

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P.02

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## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
06/03/99	8086	18.00	06/07	06/17	1	JLP	118.00		3
06/03/99	8087	18.00	06/07	06/17	1	JLP	118.00		3
06/03/99	8088	18.00	06/07	06/17	1	JLP	118.00		3
06/03/99	8089	18.00	06/07	06/17	1	JLP	118.00		3
06/03/99	8090	18.00	06/07	06/17	1	JLP	118.00		3
06/03/99	8091	18.00	06/07	06/17	1	JLP	118.00		3
05/14/99	8012	18.00	06/03	05/28 J	0	HJS	118.00	BB CK#1146	6
05/14/99	8011	18.00	06/03	05/28 J	0	HJS	118.00	BB CK#1145	6
05/14/99	8010	18.00	06/03	05/28 J	0	HJS	118.00	BB CK#1144	6
05/14/99	8009	18.00	06/03	05/28 J	0	HJS	118.00	BB CK#1143	6
05/14/99	8008	9.00	06/03	05/28 J	0	HJS	59.00	BB CK#1146	6
04/22/99	1142	18.00	05/14	05/14 S	0	HJS	118.00	BB CK#1830	6
04/22/99	1143	18.00	05/14	05/14 S	0	HJS	118.00	BB CK#0001	6
04/22/99	1144	18.00	05/14	05/14 S	0	HJS	118.00	BB CK#1807	6
04/22/99	1145	18.00	05/14	05/14 S	0	HJS	118.00	BB CK#1809	6
04/22/99	1146	9.00	05/14	05/14 S	0	HJS	59.00	BB CK#1809	6
Continue? (Y/N)									

## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
04/08/99	1830	18.00	04/22	04/22 S	0	J E	118.00	BB#1801	3
04/08/99	0001	18.00	04/22	04/22 S	0	J E	118.00		3
03/31/99	1807	18.00	04/22	04/22 S	0	J E	118.00	BB#1756	3
03/31/99	1808	18.00	04/22	04/22 S	0	J E	118.00	BB#1757	3
03/31/99	1809	9.00	04/22	04/22 S	0	J E	59.00	BB#1758	3
03/26/99	1801	18.00	04/08	04/08 S	1	JLP	118.00		3
03/17/99	1756	18.00	03/31	03/31 S	0	J E	118.00		3
03/17/99	1757	18.00	03/31	03/31 S	0	J E	118.00		3
03/17/99	1758	9.00	03/31	03/31 S	0	J E	59.00		3
02/01/99	1604	18.00	03/17	02/18 J	0	B A	118.00		6
02/01/99	1603	18.00	03/17	02/18 J	0	B A	118.00		6
02/01/99	1605	18.00	03/17	02/18 J	0	B A	118.00		6
02/01/99	1606	18.00	03/17	02/18 J	0	B A	118.00		6
02/01/99	1607	18.00	03/17	02/18 J	0	B A	118.00		6
01/14/99	1191	18.00	02/01	02/01 S	1	JLP	118.00	B/B #1266	3
01/14/99	1192	18.00	02/01	02/01 S	1	JLP	118.00	B/B #1267	3
Continue? (Y/N)									

## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
01/14/99	1193	18.00	02/01	02/01 S	1	JLP	118.00	B/B #1270	3
01/14/99	1194	18.00	02/01	02/01 S	1	JLP	118.00	B/B #1268	3
01/14/99	1195	18.00	02/01	02/01 S	1	JLP	118.00	B/B #1269	3

EXHIBIT B



Jun-09-99 01:06P

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12/30/98	1267	18.00	01/14	01/14	0	1 JLP	118.00	BB#1599	3
12/30/98	1268	18.00	01/14	01/14	0	1 JLP	118.00	BB#1598	3
12/30/98	1269	18.00	01/14	01/14	0	1 JLP	118.00	BB#1597	3
12/30/98	1270	18.00	01/14	01/14	0	1 JLP	118.00	BB#1596	3
12/17/98	1596	18.00	12/30	12/30	0	0 JJJ	118.00	10583-	0
12/17/98	1597	18.00	12/30	12/30	0	0 JJJ	118.00	10584-	0
12/17/98	1598	18.00	12/30	12/30	0	0 JJJ	118.00	10585-	0
12/17/98	1599	18.00	12/30	12/30	0	0 JJJ	118.00	10586-	0
12/17/98	1600	18.00	12/30	12/30	0	0 JJJ	118.00	10587-	0
11/05/98	1501	18.00	12/02	12/02	0	1 M C	118.00	B/B CH#1457	3
11/05/98	1502	18.00	12/02	12/02	0	1 M C	118.00	B/B CK#1456	3
11/05/98	1503	18.00	12/02	12/02	0	1 M C	118.00	B/B CK#1455	3

Continue? (Y/N)

## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
11/05/98	1504	18.00	12/02	12/02	0	1 M C	118.00	B/B CK#1454	3
11/05/98	1505	18.00	12/02	12/02	0	1 M C	118.00		3
10/13/98	1454	18.00	11/05	11/05	0	1 M C	118.00	B/B CK# 1168	3
10/13/98	1455	18.00	11/05	11/05	0	1 M C	118.00	B/BCK#1169	3
10/13/98	1456	18.00	11/05	11/05	0	1 M C	118.00	B/B #1170	3
10/13/98	1457	18.00	11/05	11/05	0	1 M C	118.00	B/B #1171	3
10/02/98	1406	18.00	11/05	10/16	0	0 RER	118.00	BB1393	6
09/28/98	1168	18.00	10/13	10/13	0	0 RER	118.00	BB1390	6
09/28/98	1169	18.00	10/13	10/13	0	0 RER	118.00	BB1391	6
09/28/98	1170	18.00	10/13	10/13	0	0 RER	118.00	BB1392	6
09/28/98	1171	18.00	10/13	10/13	0	0 RER	118.00		6
09/14/98	1393	18.00	10/02	10/02	0	1 CCC	118.00	BB1350	6
09/14/98	1392	18.00	09/28	09/28	0	1 CCC	118.00		6
09/14/98	1391	18.00	09/28	09/28	0	1 CCC	118.00		6
09/14/98	1390	18.00	09/28	09/28	0	1 CCC	118.00		6
09/04/98	1350	18.00	09/14	09/14	0	0 CCC	118.00		3

Continue? (Y/N)

## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
08/19/98	1127	18.00	09/04	09/02	0	1 JLP	118.00		3
08/19/98	1128	18.00	09/04	09/02	0	1 JLP	118.00		3
08/19/98	1129	18.00	09/04	09/02	0	1 JLP	118.00		3
08/19/98	1132	18.00	09/04	09/02	0	1 JLP	118.00	B/B #1106	3
08/19/98	1133	18.00	09/04	09/02	0	1 JLP	118.00	B/B #1107	3
08/11/98	1106	18.00	08/19	08/19	0	0 HJS	118.00	BB1082	3
08/11/98	1107	18.00	08/19	08/19	0	0 HJS	118.00	BB1081	3
07/28/98	1081	18.00	08/11	08/11	0	0 CCC	118.00	BB CK#1081	3
07/28/98	1082	18.00	08/11	08/11	0	0 CCC	118.00		3
07/24/98	1068	18.00	08/10	08/07	0	0 RER	118.00		6
07/24/98	1069	18.00	08/10	08/07	0	0 RER	118.00		6
07/14/98	1048	18.00	07/28	07/28	0	0 CCC	118.00		3
07/07/98	1039	18.00	07/20	07/20	0	1 HJS	118.00		3
07/07/98	1040	18.00	07/20	07/20	0	1 HJS	118.00		3
07/07/98	1041	18.00	07/20	07/20	0	1 HJS	118.00		3
07/07/98	1042	18.00	07/20	07/20	0	1 HJS	118.00		3

EXHIBIT B



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Continue? (Y/N)

## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
06/16/98	8136	18.00	06/17	07/02	J	0 CCC	118.00		3
06/16/98	8137	18.00	06/17	07/02	J	0 CCC	118.00		3
06/16/98	8138	18.00	06/17	07/02	J	0 CCC	118.00		3
06/16/98	8139	18.00	06/17	07/02	J	0 CCC	118.00		3
06/02/98	8101	18.00	06/03	06/16	S	1 JLP	118.00		3
06/02/98	8102	18.00	06/03	06/16	S	1 JLP	118.00		3
06/02/98	8103	18.00	06/03	06/16	S	1 JLP	118.00		3
06/02/98	8104	18.00	06/03	06/16	S	1 JLP	118.00		3
05/19/98	8069	18.00	05/20	06/02	S	1 HJS	118.00		3
05/19/98	8068	18.00	05/20	06/02	S	1 HJS	118.00		3
05/19/98	8067	18.00	05/20	06/02	S	1 HJS	118.00		3
05/19/98	8066	18.00	05/20	06/02	S	1 HJS	118.00		3
05/04/98	8020	18.00	05/05	05/18	J	0 M R	118.00		3
05/04/98	8023	18.00	05/05	05/18	J	0 M R	118.00		3
05/04/98	8024	18.00	05/05	05/18	J	0 M R	118.00		3
05/04/98	8025	18.00	05/05	05/18	J	0 M R	118.00	**	3

Continue? (Y/N)

## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
04/20/98	6067	18.00	04/21	05/04	S	1 HJS	118.00		3
04/20/98	6068	18.00	04/21	05/04	S	1 HJS	118.00		3
04/20/98	6069	18.00	04/21	05/04	S	1 HJS	118.00		3
04/20/98	6070	18.00	04/21	05/04	S	1 HJS	118.00		3
04/15/98	6055	18.00	04/20	04/29	J	1 JLP	118.00		3
04/15/98	6056	18.00	04/20	04/29	J	1 JLP	118.00		3
04/03/98	5116	18.00	04/06	04/15	S	1 JLP	118.00		3
04/03/98	5117	18.00	04/06	04/15	S	1 JLP	118.00		3
04/03/98	5118	18.00	04/06	04/15	S	1 JLP	118.00		3
04/03/98	5119	18.00	04/06	04/15	S	1 JLP	118.00		3
03/17/98	5127	18.00	03/17	03/31	J	1 JLP	118.00		3
03/17/98	5128	18.00	03/17	03/31	J	1 JLP	118.00		3
03/17/98	5129	18.00	03/17	03/31	J	1 JLP	118.00		3
03/17/98	5130	18.00	03/17	03/31	J	1 JLP	118.00		3
03/03/98	167	18.00	03/04	03/17	S	1 M M	118.00		3
03/03/98	168	18.00	03/04	03/17	S	1 M M	118.00		3

Continue? (Y/N)

## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
03/03/98	169	18.00	03/04	03/17	S	1 M M	118.00		3
03/03/98	170	18.00	03/04	03/17	S	1 M M	118.00		3
01/21/98	5055	18.00	01/23	01/30	S	0 CCC	118.00	EXHIBIT B	6
01/21/98	5056	18.00	01/23	01/30	S	0 CCC	118.00		6
01/21/98	5053	18.00	01/23	01/30	S	0 CCC	118.00	BB6783	6



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P.05

01/07/98 6783	18.00	01/08	01/21	0	1 M M	118.00	BB CK#6780	3
01/07/98 6786	18.00	01/08	01/21	0	1 M M	118.00	BB CK#6781	3
01/06/98 6784	18.00	01/06	01/20	✓	1 M M	118.00		** 3
01/06/98 6785	18.00	01/06	01/20	✓	1 M M	118.00		** 3
12/24/97 6780	18.00	12/29	01/06	0	0 DFP	118.00		6
12/24/97 6781	18.00	12/29	01/06	0	0 DFP	118.00		6
11/24/97 4838	18.00	11/26	12/08	✓	0 RER	118.00	BB4833	6
11/24/97 4839	18.00	11/26	12/08	✓	0 RER	118.00	BB4834	6
11/24/97 4900	18.00	11/26	12/08	✓	0 RER	118.00	BB4835	6
11/24/97 4901	18.00	11/26	12/08	✓	0 RER	118.00		6

Continue? (Y/N)

## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
11/10/97	4833	18.00	11/11	11/24	0	1 JLP	118.00		3
11/10/97	4834	18.00	11/11	11/24	0	1 JLP	118.00		3
11/10/97	4835	18.00	11/11	11/24	0	1 JLP	118.00		3
11/04/97	4824	18.00	11/05	11/18	✓	1 JLP	118.00		3
10/16/97	4793	18.00	10/17	10/30	✓	1 JLP	118.00		3
10/16/97	4794	18.00	10/17	10/30	✓	1 JLP	118.00		3
10/16/97	4797	18.00	10/17	10/30	✓	1 JLP	118.00		3
10/08/97	4784	18.00	10/09	10/24	✓	1 JLP	118.00		3
10/02/97	4777	18.00	10/03	10/16	0	1 JLP	118.00		3
10/02/97	4776	18.00	10/03	10/16	0	1 JLP	118.00		3
10/02/97	4778	18.00	10/03	10/16	0	1 JLP	118.00		3
10/01/97	4719	18.00	10/02	10/06	✓	1 JLP	118.00		3
10/01/97	4748	18.00	10/02	10/15	✓	1 JLP	118.00		3
10/01/97	4749	18.00	10/02	10/15	✓	1 JLP	118.00		3
09/22/97	4719	18.00	09/23	10/01	0	1 JLP	118.00		3
09/22/97	4720	18.00	09/23	10/01	0	1 JLP	118.00		3

Continue? (Y/N)

## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
09/17/97	4710	18.00	09/18	10/01	0	1 JLP	118.00		3
09/17/97	4712	18.00	09/18	10/01	0	1 JLP	118.00		3
09/08/97	4694	18.00	09/09	09/22	0	1 JLP	118.00		3
09/08/97	4695	18.00	09/09	09/22	0	1 JLP	118.00		3
08/22/97	4642	18.00	08/25	08/29	0	1 JLP	118.00		3
08/22/97	4643	18.00	08/25	08/29	0	1 JLP	118.00		3
08/22/97	4644	18.00	08/25	09/08	0	1 JLP	118.00		3
08/22/97	4645	18.00	08/25	09/08	0	1 JLP	118.00		3
08/08/97	4608	18.00	08/13	08/22	0	1 JLP	118.00		3
08/08/97	4609	18.00	08/13	08/22	0	1 JLP	118.00		3
08/08/97	4610	18.00	08/13	08/22	0	1 JLP	118.00		3
08/08/97	4611	18.00	08/13	08/22	0	1 JLP	118.00		3
07/25/97	4581	18.00	07/28	08/08	0	1 JLP	118.00		3
07/25/97	4583	18.00	07/28	08/08	0	1 JLP	118.00		3
07/25/97	4584	18.00	07/28	08/08	0	1 JLP	118.00		3
07/22/97	4577	18.00	07/22	08/05	✓	1 JLP	118.00		3

EXHIBIT B

Continue? (Y/N)







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02/14/97 245	18.00	02/18	02/28	0	RER	118.00	6
02/14/97 246	18.00	02/18	02/28	0	RER	118.00	6
02/03/97 218	18.00	02/04	02/14	0	PAF	118.00	6
02/03/97 219	18.00	02/04	02/14	0	PAF	118.00	6
02/03/97 220	18.00	02/04	02/14	0	PAF	118.00	6
02/03/97 221	18.00	02/04	02/14	0	PAF	118.00	6
01/16/97 189	18.00	01/21	01/29	J	M D	118.00	6
01/16/97 190	0.00	01/21	01/29	J	M D	118.00	6

Continue? (Y/N)

## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
01/16/97	191	18.00	01/21	01/29	J	M D	118.00		6
01/16/97	192	18.00	01/21	01/29	J	M D	118.00		6
01/15/97	7137	18.00	01/13	01/16	0	JJJ	118.00		6
01/13/97	7138	18.00	01/13	01/16	0	JJJ	118.00		6
01/06/97	7139	18.00	01/13	01/16	0	M D	118.00		6
01/02/97	7112	18.00	01/03	01/06	0	JJJ	118.00		6
01/02/97	7113	18.00	01/03	01/06	0	JJJ	118.00		6
12/06/96	7048	18.00	12/10	12/20	J	CCC	118.00		6
12/06/96	7049	18.00	12/10	12/20	J	CCC	118.00		6
11/25/96	7034	18.00	12/02	12/06	0	A G	118.00		6
11/25/96	7035	18.00	12/02	12/06	0	A G	118.00		6
11/25/96	7036	9.00	12/02	12/09	J	A G	59.00		6
11/11/96	7014	18.00	11/18	11/25	J	A G	118.00		6
11/06/96	7005	18.00	11/13	11/20	J	KIM	118.00		6
10/28/96	157	18.00	11/01	11/06	0	A G	118.00		6
10/04/96	100	18.00	10/08	10/16	0	KIM	118.00		6

Continue? (Y/N)

## RODRIGUEZ'S PRA HISTORY

DATE	NUMBER	RATE	RECEIVED	DEPOSIT	BANK	TLR	AMOUNT	NOTES	S#
10/04/96	115	18.00	10/04	10/16	0	KIM	118.00		6
09/27/96	4200	18.00	10/16	10/11	J	KIM	118.00		6
09/06/96	4095	0.00	10/04	09/20	J	KIM	118.00		6
09/06/96	4096	18.00	01/21	09/20	J	KIM	118.00		6
09/06/96	4096	18.00	10/04	09/20	J	KIM	59.00		6
08/29/96	4093	18.00	09/18	09/12	J	KIM	59.00		6
07/22/96	4085	12.71%	07/29	08/05	J	FOG	118.00	3172- 12	6
05/23/96	3967	12.71%	05/28	06/05	J	NCP	118.00	112-5987	6
04/19/96	3961	12.71%	04/23	05/03	J	SAM	118.00	112-1803	6

TOTAL: \$ 27,081.00

EXHIBIT B